

EXHIBIT 2

CS-16-2936
Stuart

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

JUN - 9 2016

RICK WARREN
COURT CLERK

43

Case No. CJ-2016-2936

TRAVIS WILLIAMS,
Plaintiff,

vs.

LM GENERAL INSURANCE CO.,
Defendant.

PETITION

Plaintiff states:

1. On December 13, 2014, Plaintiff Travis Williams ("Plaintiff") and Sheritha Patton were involved in an automobile wreck in Oklahoma City, Oklahoma, Oklahoma County.
2. At the time of the aforementioned wreck, Sheritha Patton was driving an automobile that was insured under a \$25,000.00 medical payment provision in a policy ("the policy") issued by Defendant LM General Insurance Co. ("Defendant").
3. Plaintiff was a passenger in a vehicle being driven by Sheritha Patton at the time of the wreck and was an insured under the medical payment portion of the policy.
4. Plaintiff sustained injuries as a result of the wreck, for which he received medical treatment.
5. Plaintiff submitted medical bills to Defendant for \$4,081.00, which he incurred as a result of the motor vehicle collision, for payment under the medical payment provision of the policy.

6. Defendant failed to timely and properly pay benefits to which Plaintiff was entitled.

7. Defendant paid \$485.00 in medical payment benefits to Plaintiff but has breached the contract in failing to timely and properly pay the balance of benefits to which Plaintiff was entitled.

8. Plaintiff has performed all conditions precedent under the policy.

9. Further, Defendant has breached its duty to deal fairly and act in good faith with Plaintiff in the following respects:

a. Defendant failed to pay Plaintiff the full benefits to which he was entitled under the policy at a time when Defendant should have known Plaintiff was entitled to those benefits under the policy;

b. Defendant withheld payment of benefits, when it should have known that Plaintiff's claim for benefits under the policy was valid;

c. Defendant did not have a legitimate or arguable reason for not paying the medical payment policy benefits to Plaintiff;

d. Defendant used the fact of the unequal wealth and bargaining position of the parties to derive economic gain for Defendant;

e. Defendant failed to properly investigate Plaintiff's claim and obtain additional information that it should have secured;

f. Defendant did not attempt in good faith to effectuate a prompt and fair payment of Plaintiff's claim; and

g. Defendant compelled Plaintiff to hire an attorney to recover the amounts due under the policy.

10. As a result of Defendant's refusal to pay, Plaintiff incurred attorney fees and expenses which should not have been incurred.

11. As a further direct and proximate result of the wrongful conduct of Defendant, Plaintiff suffered economically, and suffered anxiety, worry, mental and emotional distress, and other incidental damages.

12. Defendant's conduct in wrongfully denying Plaintiff's claim was willful, intentional and evidenced gross negligence and a reckless disregard for Plaintiff's rights, entitling Plaintiff to an award of punitive damages.

WHEREFORE, Plaintiff Travis Williams respectfully requests judgment against Defendant Liberty Mutual General Insurance Company in an amount of \$50,000.00, together with attorney fees, costs, interest and such further relief as this Court deems just and equitable.

Respectfully Submitted,



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ATTORNEY'S LIEN CLAIMED